

TENTATIVE AGREEMENT  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291  
January 16, 2018

**Terms and Conditions:** This Tentative Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter, "Association").

**ARTICLE 16: PERSONNEL**

**16.1 CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.

**16.1.1** The District will notify CSEA in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days of its intent to negotiate effects of such reorganization.

**16.2 PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.

**16.2.1** Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular employee evaluation as defined in Article 13, or memorandum relating to a unit member's job performance shall sign and date such evaluation

memorandum. The unit member shall be provided with copies of any derogatory written material thirty calendar days, before it is placed in the personnel file. During this thirty calendar day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

**16.2.2** Unit members may review material in their personnel files which serve as a basis for affecting the status of their employment, except the following material shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to employment of the unit member; (2) Material prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination.

**16.2.3** Unit members shall have the right to inspect the contents of their personnel files upon request, provided the request is made at a time when such person is not actually required to render services to the DISTRICT.

**16.2.4** The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate CSEA representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the employee or CSEA representative shall conform to the parameters set forth under Section 16.2.2.

**16.2.5** Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

## **16.3 REQUEST FOR RECLASSIFICATION**

**16.3.1 (NEW LANGUAGE)** For purposes of this article, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

~~**16.3.1.1** Requests for reclassification may be submitted by a unit member at any time during the life of the Agreement.~~

~~**16.3.1.3** Upon completion of the appropriate forms a unit member shall submit the reclassification request to the Office of Human Resources.~~

~~**16.3.1.4** The Office of Human Resources shall date stamp the request prior to submitting the request to a unit member's immediate supervisor, while keeping a copy on file. Within ten (10) working days, Human Resources will notify employee, with a copy to the supervisor, that the request has been received.~~



~~16.3.1.8 If the Reclassification Committee disagrees, each member of the committee shall submit the reasons for their position to the Chancellor within fifteen (15) working days. The Chancellor shall consider the request within thirty (30) working days, and if granted, the reclassification shall be submitted to the Board of Trustees for approval. The Chancellor's decision to grant or deny the request shall be final (subject to final Board approval).~~

~~16.3.1.9 If the reclassification is denied by the Reclassification Committee, or the Chancellor, unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision which and rationale. The Chancellor's decision shall be final.~~

16.3.2.1 (NEW LANGUAGE) Requests for reclassification shall be submitted on an online, accessible and fillable Reclassification Request Form (Appendix E). These forms shall be obtained from the Office of Human Resources or the District website. Requests for reclassification may be submitted by a unit member or the unit member's immediate supervisor, or may be initiated by the Director of Human Resources. Upon completion, the unit member will submit the Reclassification Request to the Office of Human Resources. A date stamped copy of all submitted forms will be provided to the unit member and the Association by the Office of Human Resources.

16.3.3 (NEW LANGUAGE) Either party may propose a reclassification for any position at any time during the life of the Agreement. The Association or the District may propose a reclassification for any position at any time during the life of the Bargaining Agreement. A reclassification request may be initiated by the District, Association, employee unit member or his/her immediate supervisor.

#### 16.3.4 (NEW LANGUAGE) Reclassification Process

The reclassification process will be an annual, collaborative process between the Association and the District utilizing the Reclassification Committee. Requests must be submitted no later than December 1<sup>st</sup> to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

16.3.4.1 (NEW LANGUAGE) **Step 1** Reclassification requests must be submitted to the Office of Human Resources.

16.3.4.2 ~~51.4~~ (NEW LANGUAGE) **Step 2** Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The Association and the unit member shall receive a copy.

**16.3.4.3 (NEW LANGUAGE) Step 3 The immediate supervisor will provide his/her comments to Human Resources within ~~ten (10)~~ fifteen (15) working days. The Association and unit member and shall receive a copy.**

**16.3.4.4 (NEW LANGUAGE) Step 4 Reclassification review by the committee shall occur during the month of February.**

A. If requested, a unit member shall have a personal interview with the Reclassification Committee.

B. Human Resources will notify the unit member(s) of the committee's decision in writing within ten (10) working days at the conclusion of the committee review process.

**16.3.4.5 (NEW LANGUAGE) Step 5 Reconsideration/Appeal Process shall be permitted within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision which shall be final.**

**16.3.4.6(NEW LANGUAGE) Step 6 All approved reclassification recommendations shall be submitted for Board of Trustees approval no later than the June Board meeting.**

**16.3.4.7 ~~9.123.2~~** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

**16.3.4.8 ~~3.133.3~~ Salary of Position Reclassification.**

The salary of a unit member in a position that is reclassified shall be determined as follows:

**16.3.4.8.1 A)** If a position is reclassified to a classification having the same salary range (reclassification - lateral), the salary and anniversary date of the unit member shall not change.

**16.3.4.8.2 B)** If a position is reclassified to a classification having a higher salary range (reclassification - upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest Step E. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

**16.3.4.~~97~~(NEW LANGUAGE) Reclassification recommendations are subjected to the approval of the Chancellor or designee. Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.**



16.3.4.10 (NEW LANGUAGE) The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

**MOVED TO 16.3.4.4 A** 16.3.1.6 A unit member may request a personal interview with the Reclassification Committee.

**EXISTING LANGUAGE MOVED TO 16.3.4.8** 16.3.2 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.3 Salary of Position Reclassification. The salary of a unit member in a position that is reclassified shall be determined as follows:

16.3.3.1 If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.

16.3.3.2 If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at Step **E**. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

(NEW LANGUAGE) 16.3.5 ~~7~~ 1.2 **THE RECLASSIFICATION COMMITTEE:**

The Reclassification Committee shall consist of the Vice Chancellor, Director of Human Resources or designee and two human resources staff members, and the CSEA Chapter President or designee and two (2) unit members. A CSEA Labor Relations Representative (LRR) may be appointed to serve on the committee in lieu of one of the unit members. Both the Association and the District will also appoint a minimum of two (2) alternates to serve as needed when there may be a conflict of interest or absence of an appointed committee member. Each party shall have three (3) committee members for the review process.

16.3.5.1 The Association shall be given reasonable time without loss of compensation to prepare for and participate on the Reclassification Committee.

16.3.5.2 The parties shall notify each other of its committee members and alternates no later than November 1st of each year.

16.3.5.3.-1 If the Committee finds that a classification does not exist, a draft job description will be provided by the District and shall be subjected to the negotiations process between the Association and District.

**16.4~~3.4~~4 Placement in Classification and Range**

**16.4.1~~3.4.1~~** Every bargaining unit member shall be placed in a classification and range in the classified service.

**16.5 ~~3.16~~3.5 Classification and Compensation Studies**

**16.5.1~~3.5.1~~** The District and the Association shall review each classification within the bargaining unit at least once within a five (5) year period.

**16.5.2~~3.5.2~~** The District and the Association shall mutually agree on the compensation and classification study process.

**16.5.3 ~~3.5.3~~** Salary range adjustments shall be negotiated.

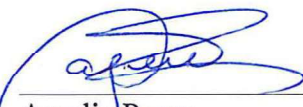
**16.6 ~~3.6~~ Classification and Reclassification Requirements**

**16.6.1 ~~3.6.1~~** ~~Initial p~~Position classification and reclassification shall be subject to mutual agreement between the District and the Association.

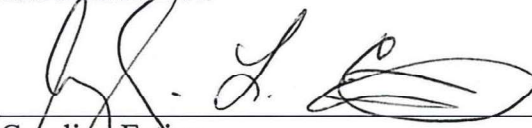
**16.7 ~~3.7~~** Either party may propose a reclassification for any position at any time during the life of the Agreement.


This agreement is subject to all ratifications required by the Association and District.

DISTRICT:

  
\_\_\_\_\_  
Amalia Percz  
Director, Human Resources

ASSOCIATION:

  
\_\_\_\_\_  
Grayling Eaton,  
CSEA #291 Chapter President

  
\_\_\_\_\_  
Lynn Breyette,  
Labor Relations Representative